Dana Point Yacht Club (DPYC) operates a yacht club with public banquet facilities located in the Dana Point Harbor. Gross receipts reported during the 12-month audit period were approximately $1.5 million and rent paid to the County was approximately $82,405. For the period of June 30, 1998 (lease assignment) through November 31, 2012 (lease expiration date), this lease is estimated to generate over $1 million in rent to the County.

The Internal Audit Department found that overall DPYC’s records adequately supported gross receipts and rent owed was properly paid.

**Audit No:** 2839  
**Report Date:** September 23, 2009  
**Director:** Dr. Peter Hughes, MBA, CPA  
**Deputy Director:** Eli Littner, CPA, CIA  
**Senior Audit Manager:** Autumn McKinney, CPA, CIA  
**Senior Internal Auditor:** Susan Nestor CPA, CIA
Internal Audit Department


Providing Facts and Perspectives Countywide

RISK BASED AUDITING

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OC Fraud Hotline (714) 834-3608
Transmittal Letter

Audit No. 2839  September 23, 2009

TO:  Brad Gross, Director
     OC Dana Point Harbor

FROM:  Dr. Peter Hughes, CPA, Director
        Internal Audit Department

SUBJECT:  Revenue Generating Lease Audit:  
           OC Dana Point Harbor, Dana Point
           Yacht Club, HA78H-24-23, 23.1

We have completed our revenue generating lease audit of Dana Point Yacht Club for the period August 1, 2007 through July 31, 2008. The final OC Internal Auditor’s Report is attached along with your responses to our recommendations. We performed this Revenue Generating Lease Audit in accordance with our FY 2008-09 Audit Plan approved by the Audit Oversight Committee.

Please note we have a structured and rigorous Follow-Up Audit process in response to recommendations and suggestions made by the Audit Oversight Committee (AOC) and the Board of Supervisors (BOS). As a matter of policy, our first Follow-Up Audit will now begin at six months from the official release of the report. A copy of all our Follow-Up Audit reports is provided to the BOS as well as to all those individuals indicated on our standard routing distribution list.

The AOC and BOS expect that audit recommendations will typically be implemented within six months and often sooner for significant and higher risk issues. Our second Follow-Up Audit will now begin at six months from the release of the first Follow-Up Audit report, by which time all audit recommendations are expected to be addressed and implemented.

At the request of the AOC, we are to bring to their attention any audit recommendations we find still not implemented or mitigated after the second Follow-Up Audit. The AOC requests that such open issues appear on the agenda at their next scheduled meeting for discussion.

We have attached a Follow-Up Audit Report Form. Your department should complete this template as our audit recommendations are implemented. When we perform our first Follow-Up Audit approximately six months from the date of this report, we will need to obtain the completed document to facilitate our review.
Each month I submit an Audit Status Report to the BOS where I detail any material and significant audit findings released in reports during the prior month and the implementation status of audit recommendations as disclosed by our Follow-Up Audits. Accordingly, the results of this audit will be included in a future status report to the BOS.

As always, the Internal Audit Department is available to partner with your staff so that they can successfully implement or mitigate difficult audit recommendations. Please feel free to call me should you wish to discuss any aspect of our audit report or recommendation.

Additionally, we will request your department complete a Customer Survey of Audit Services. You will receive the survey shortly after the distribution of our final report.

Attachments

Other recipients of this report listed on the OC Internal Auditor’s Report on page 3.
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OC Dana Point Harbor
Dana Point Yacht Club
Audit No. 2839

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OBJECTIVE

We have performed an audit of certain records and documents for the period from August 1, 2007 through July 31, 2008, pertinent to the lease agreement (Agreement) between the County of Orange (County) and the Dana Point Yacht Club, dated November 24, 1982, as amended, and assigned on June 30, 1998. The Agreement is for the operation of a yacht club located at the Dana Point Harbor. Our audit objectives were:

(1) The primary purpose of our audit is to determine whether Dana Point Yacht Club’s records adequately support their monthly gross receipts reported to the County and rent owed is properly paid.

(2) The secondary purpose of our audit is to determine whether Dana Point Yacht Club complies with certain other financial provisions of the Agreement, such as accounting methods, monthly gross receipts statement format, and annual financial statement requirements.

In addition, while performing the audit we may identify internal control weaknesses for which we will identify suggestions for improvement.

BACKGROUND

The County entered into an Agreement with the Dana Point Yacht Club (DPYC), originally dated November 24, 1982, as amended and assigned to DPYC on June 30, 1998, for the operation of a yacht club with public banquet facilities located at the Dana Point Harbor. Operations include food and beverage services and boating, social, and youth programs and educational activities. During the 12-month audit period, Dana Point Yacht Club reported approximately $1.5 million in gross receipts and paid the County approximately $82,405 in rent.
SCOPE
Our audit was limited to certain records and documents that support Dana Point Yacht Club’s gross receipts reported to the County for the 12-month audit period of August 1, 2007 to July 31, 2008. Our audit included inquiry, auditor observation, and limited testing for assessing the adequacy of documentation and ensuring completeness of reported gross receipts.

RESULTS
Below are the results of our audit:

Objective #1 – Adequate Records: Determine whether Dana Point Yacht Club’s records adequately support monthly gross receipts reported to the County and rent owed is properly paid.

Results: We found that overall Dana Point Yacht Club’s records adequately supported reported gross receipts and rent owed was properly paid. We noted five (5) Control Findings where additional rent of $1,139 is owed and eight (8) Control Findings where recordkeeping should be enhanced to support the reported gross receipts. (See pages 4 - 9 for details).

Objective #2 – Compliance: Determine whether Dana Point Yacht Club complies with certain other financial provisions of the agreement.

Results: We found that Dana Point Yacht Club generally complied with certain other financial provisions of the agreement such as accounting methods, monthly gross receipts statement format, and annual financial statements. We noted one (1) Control Finding where Dana Point Yacht Club did not comply with the financial statement provision of the Agreement. (See page 10 for details).

We also noted one (1) Control Finding regarding clarification of the proper rent classification for minor gross receipt activities. (See page 6 for details).

See all fifteen (15) Control Findings in the Detailed Findings, Recommendations, and Management Responses section of this report. See Attachment A for a description of report item classifications.

ACKNOWLEDGMENT
We appreciate the courtesy and cooperation extended to us by the personnel at Dana Point Yacht Club, OC Dana Point Harbor, and OC Public Works Accounting Services. If you have any questions regarding our audit, please call me directly; or Eli Littner, Deputy Director at (714) 834-5899, or Autumn McKinney, Senior Audit Manager at (714) 834-6106.

Attachment A: Report Item Classifications
Attachment B: OC Dana Point Harbor Responses
Distribution Pursuant to Audit Oversight Committee Procedure No. 1:

Members, Board of Supervisors
Members, Audit Oversight Committee
Thomas G. Mauk, County Executive Officer
Paul Lawrence, Manager, OC Dana Point Harbor
Phoebe Siemion, Budget Officer, OC Dana Point Harbor
Jonathan Bordeaux, Real Property Manager, OC Dana Point Harbor
Mary Fitzgerald, Accounting Manager, OC Public Works/Accounting Services
Betsy Estrada, Chief, OCPW/Accounting Services/External Claims
Anne Tran, Senior Accountant/Auditor I, OC Public Works/Accounting Services
Carol Lai, Accountant/Auditor II, OC Public Works/Accounting Services
Foreperson, Grand Jury
Darlene J. Bloom, Clerk of the Board of Supervisors
1. Rent Owed for Non-Member Surcharge and Misc. Service Fees (2 Control Findings)

The Dana Point Yacht Club (DPYC) assesses a 20% surcharge to non-members for purchases of food/beverages at the club facilities. They also charge fees for miscellaneous room rentals and miscellaneous food/beverage services (e.g. corkage fee).

Clause 12.B of the Agreement defines gross receipts, in part, as “charges made by LESSEE for the sale or rendition on or from the Demised Premises of services of any nature and kind whatsoever…”

Finding Nos. 1 and 2: The DPYC does not report the 20% non-member food/beverage surcharge, miscellaneous room rental fees, and miscellaneous food/beverage service fees as gross receipts to the County. For the 12-month audit period, non-member surcharges, room rentals, and food/beverage service fees were $13,701 (account 50200), $13,361 (account 50400) and $1,794 (account 40050), respectively. Rent of $938 ((13,701 + 13,361 + 1,794) x 3.25%) is owed.

Recommendation No. 1: We recommend that OC DPH require DPYC to begin reporting non-member surcharges, miscellaneous room rentals, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to immediately begin reporting non-member surcharges, miscellaneous room rental, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 2: We also recommend that OC DPH require DPYC to pay additional rent owed of $938.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to pay OC DPH the additional rent owed of $938 for the 12-month audit period, non-member surcharges, room rentals, and food/beverage service fees by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.

2. Rent Recovery Reduces Catering Gross Receipts (2 Control Findings)

DPYC utilizes a third party caterer, Turnip Rose, to cater public banquets and member events. The Turnip Rose charges the public banquet customers an additional fee of 5% to cover the percentage rent that it is required to pay DPYC. A similar fee of 3.25% is charged to DPYC for its member events.

Finding Nos. 3 and 4: DPYC reduces banquet and member event gross receipts reported to the County for the 5% and 3.25% charged by the caterer to recover the County rent expense. The Agreement does not allow gross receipts to be reduced for rent expenses passed on to customers. For the sample month of June 2008, gross receipts were reduced by $3,729 ($2,434 + $1,295) and rent of $164 ($2,434 x 5% + $1,295 x 3.25%) is owed.
Subsequent to our audit period, DPYC discontinued using Turnip Rose as its exclusive caterer for the facility. Our recommendation below continues to apply to any caterer providing service at DPYC.

Recommendation No. 3: We recommend that OC DPH require DPYC to discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to immediately discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 4: We also recommend that OC DPH require DPYC to pay additional rent owed of $164 for the sample month of June 2008.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to pay OC DPH the additional rent owed of $164 for the sample month of June 2008, which is to be paid by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.

3. Certain Catering Charges For Member Events Not Reported as Gross Receipts (Control Finding)

DPYC utilizes a third party caterer, Turnip Rose, to cater member events and public banquets. For the member events, the caterer charges DPYC its costs for the food plus a 20% fee. The caterer also charges DPYC for server costs and certain pass-through costs for other supplies.

Finding No. 5: The 20% fee, server costs, and pass-through costs charged by the caterer are not reported to the County as gross receipts. Only the food costs are reported as gross receipts. For the sample month of June 2008, the 20% fees were $472, server costs were $220, and pass-through charges were $453, for a total of $1,145 not reported. Additional rent owed for the month of June 2008 is $37 ($1,145 x 3.25%).

Subsequent to our audit period, DPYC discontinued using Turnip Rose as its exclusive caterer for the facility. Our recommendation below continues to apply to any caterer providing service at DPYC.

Recommendation No. 5: We recommend that OC DPH require DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.
4. Minor Rent Categories Need Clarification (Control Finding)

DPYC receives minor revenue for cruise/race fees, sailing lessons, and advertising in its member newsletter.

Finding No. 6: The Agreement appears to allow these activities, but does not clearly specify the percentage rent categories for these activities. Currently, DPYC classifies and pays rent on these activities as follows:

- Cruise and Race Fees – 5%
- Sailing Lessons – 10%
- Advertising Revenue – 10%

Recommendation No. 6: We recommend that OC DPH determine whether the percentage rent categories for the above activities are proper.

OC DPH Response: Concur. The attached Letter from OC DPH memorializes DPYC has been paying the correct percentage rents for Cruise and Race Fees at 5% and, Sailing Lessons and Advertising Revenue each at 10%.

5. Membership Fees Are Exempt From Percentage Rent (Control Finding)

Prior to the assignment of the current Agreement to DPYC in June 30, 1998, DPYC operated under a sublease with the Dana Point Marina Company and was located on the East Marina premises (parcel 10). In the consent to the prior sublease, the County allowed membership fees charged by DPYC to be exempt from rent.

Finding No. 7: The current Agreement with DPYC (located on parcel 23) is silent as to whether membership fees are exempt from rent. In discussions with Dana Point Harbor, they indicated that the intent was for membership fees to be exempt from rent. At the next opportunity to update the Agreement (such as the expiration in November 30, 2012), the rent exemption for membership fees should be addressed/documentated. In the meantime, DPYC should report the membership fees (and related fees such as late fees) as gross receipts not subject to rent on the monthly rent report submitted to the County.

Recommendation No. 7: We recommend that OC DPH require DPYC to report the membership fees as gross receipts not subject to rent on the monthly rent reports submitted to the County.

OC DPH Response: Concur. The attached Letter from OC DPH memorializes that DPYC’s membership fees are intended to be exempt from gross receipts and therefore, not subject to rent on the monthly rent reports submitted to the County.
6. Missing POS System Transaction Numbers (Chits) (Control Finding)

Clause 14 of the Agreement states that the cash registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details.

**Finding No. 8:** We were informed by DPYC that its Point-of-Sale (POS) cashiering system does not have a zero-out counter (z number) or grand total sales accumulator feature. Instead, the POS cashiering system assigns a sequential number to each transaction (i.e. transaction numbers or chits) that can not be overridden. For the oyster bar, we reviewed the transaction numbers for a sample of 3 days in June 2008 to ensure there were no breaks in sequence and the first/last transaction number of the prior/subsequent day were in numerical sequence.

We identified 14 breaks or missing transaction numbers in our sample of 3 days. For 7 of 14 the missing transaction numbers, DPYC determined the transaction numbers were for voids. However, DPYC could not provide explanations for the remaining 7 missing transaction numbers. It may be that the missing transaction numbers are for other transactions, such as closing out the cash registers daily. However, DPYC should research and determine the reasons. DPYC was unaware of the missing transaction numbers as they do not review or account for the sequence of transaction numbers.

**Recommendation No. 8:** We recommend that OC DPH require DPYC to research and determine the causes for the missing transaction numbers.

**OC DPH Response: Concur.** The attached Letter from OC DPH requires DPYC to research and determine the causes for several missing transaction numbers at the Oyster Bar for the sample period of three days in June 2008; and DPYC is to report their findings to OC DPH. In addition, OC DPH requires DPYC to use a Point-of-Sale (POS) cashiering system that has a zero-out counter (z number) or grand total sales accumulator feature. OC DPH shall follow up with DPYC on both items as described, within thirty (30) days from the date of the Letter to verify compliance.

7. Retention of Daily Food Sale Handwritten Tickets and Periodic Comparison to Point-of-Sale Cashiering System Reports (2 Control Findings)

DPYC utilizes a third party caterer, Turnip Rose, to provide food services at the dining room and oyster bar. The customer food orders are written on pre-numbered tickets and given to cooks to prepare the orders. When the customer is ready to pay, the order is entered into DPYC’s Point of Sale (POS) cashiering system. The handwritten tickets and daily POS cashiering reports are provided to the on-site Turnip Rose Food Service Manager. The handwritten tickets and POS cashiering reports are then sent to the Turnip Rose corporate office and the sequential completeness of the handwritten ticket numbers are verified.

Subsequent to our audit period, DPYC discontinued using Turnip Rose to provide food services at the dining room and oyster bar. DPYC now provides the food services in-house. Our recommendations below continue to apply to DPYC.
Finding No. 9: After 30 days, the pre-numbered handwritten tickets are destroyed by DPYC’s caterer, Turnip Rose. Clause 14 of the Agreement requires DPYC to retain adequate documentation to support gross receipts. The handwritten tickets should be retained for a minimum of 5 years plus the current year.

Recommendation No. 9: We recommend that DPYC retain the pre-numbered handwritten food tickets for a minimum of 5 years plus the current year.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to immediately begin to retain the pre-numbered handwritten food tickets for a minimum of 5 years, plus the current year. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Finding No. 10: Neither DPYC or its caterer periodically reconcile the handwritten ticket sales with the POS cashiering reports to ensure all food activity is recorded in the POS cashiering system.

Recommendation No. 10: We recommend that OC DPH require DPYC to periodically reconcile the handwritten ticket sales with the POS cashiering system reports. The reconciliation should be documented.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to periodically reconcile the handwritten ticket sales with the POS cashiering system reports, which reconciliation is to be documented. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

8. Missing Merchandise Handwritten Receipts and Untimely Recording (2 Control Findings)

The DPYC gift shop sells miscellaneous items such as sweatshirts, t-shirts, caps, mugs, etc. The gift shop sales are recorded on pre-numbered handwritten receipts and then recorded on DPYC’s point-of-sale (POS) cashiering system.

Finding No. 11: We found the numerical sequence of the handwritten receipts were not accounted for. In our review of the sample month of June 2008, we found three instances of gaps in ticket sequences for a total of 12 missing handwritten receipts. No sales were recorded in DPYC’s POS cashiering system for the missing handwritten receipts.

Recommendation No. 11: We recommend that OC DPH require DPYC to account for the numerical sequence of the merchandise handwritten receipts to ensure there are no missing receipts and that all receipts are recorded in the POS cashiering system.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC immediately begin accounting for the numerical sequence of the merchandise handwritten receipts to ensure there are no missing receipts and that all receipts are recorded in the POS cashiering system. OC DPH shall follow up with DPHC within thirty (30) days form the date of the Letter to verify compliance.
Finding No. 12: We also found that merchandise sales were not always recorded timely in the POS cashiering system. In our review of the sample month of June 2008, we found merchandise sales recorded on four handwritten receipts which were not entered into DPYC’s POS cashiering system until 14 days after the handwritten receipt date.

Recommendation No. 12: We recommend that OC DPH require DPYC to record merchandise sales in its POS cashiering system on a daily basis.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to immediately begin recording merchandise sales in its POS cashiering system on a daily basis. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

9. Participant Listings for Sailing Lesson and Cruise/Race Applications Are Not Retained (Control Finding)

DPYC offers junior sailing lessons and cruise/racing events. Participants submit application forms to DPYC.

Finding No. 13: The application forms are not sequentially numbered. In lieu of that, participant listings for the sailing lessons and cruise/racing events should be prepared and retained.

Recommendation No. 13: We recommend that OC DPH require DPYC to prepare and retain participant listings for the sailing lessons and cruise/racing events.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to immediately begin preparing and retaining participant listings for the sailing lessons and cruise/racing events. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

10. Customer Signed Catering Contracts (Control Finding)

DPYC utilizes a third party caterer, Turnip Rose, to cater public banquets and member events. The caterer prepares sequentially numbered contracts/invoices when the banquet is confirmed with the customer.

Finding No. 14: When the banquet is held and the final payment is made, the customer does not sign the catering contract/invoice. The customer’s signature helps to provide evidence that the amounts reported by the caterer to DPYC are accurate.

Subsequent to our audit period, DPYC discontinued using Turnip Rose as its exclusive caterer for the facility. Our recommendation below continues to apply to any caterer providing service at DPYC.

Recommendation No. 14: We recommend that OC DPH require DPYC to receive and retain signed customer contracts/invoices for each banquet from the caterer.
OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to receive and retain signed customer contracts/invoices for each banquet from the caterer. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

11. Untimely Submission of Financial Statements (Control Finding)

Clause 14 of the Agreement requires that within 90 days after the end of each accounting year, DPYC shall submit to the County a balance sheet and income statement (Statement of Financial Position and Statement of Revenues, Expenses, and Changes in Net Assets for non-profit entity) prepared or audited by a CPA, reflecting business transacted on or from the leased premises. At the same time, DPYC shall submit a statement of gross receipts audited by a CPA.

Finding No. 15: DPYC’s required annual financial statements (Statement of Financial Position and Statement of Revenues, Expenses, and Changes in Net Assets) and Statement of Gross Receipts were not submitted to the County timely as shown below. In addition, the 2007 and 2008 Statement of Gross Receipts have not been received yet.

- **Year Ended 12/31/06**: Due 3/31/06. Financial Statements received on July 14, 2008. Statement of Gross Receipts received on August 5, 2008.
- **Year Ended 12/31/07**: Due 3/31/07. Financial Statements received on July 14, 2008. Statement of Gross Receipts has not been received (as of 6/23/09).
- **Year Ended 12/31/08**: Due 3/31/08. Financial Statements received on April 1, 2009. Statement of Gross Receipts has not been received (as of 6/23/09).

Untimely submission of financial statements was also a finding in our prior audit report of DPYC dated November 21, 2000.

Recommendation No. 15: We recommend that OC DPH require DPYC to submit the required 2007 and 2008 Statement of Gross Receipts and submit future financial statements in a timely manner.

OC DPH Response: Concur. The attached Letter from OC DPH requires DPYC to submit the required 2007 and 2008 Statement of Gross Receipts within thirty (30) days from the date of the Letter. In addition, OC DPH shall follow up with DPYC’s within thirty (30) days from their Fiscal Year closing, annually, to ensure future financial statements are submitted in a timely manner.
ATTACHMENT A: Report Item Classifications

For purposes of reporting our audit findings and recommendations, we will classify audit report items into three distinct categories:

- **Material Weaknesses:**
  Audit findings or a combination of Significant Issues that can result in financial liability and exposure to a department/agency and to the County as a whole. Management is expected to address “Material Weaknesses” brought to their attention immediately.

- **Significant Issues:**
  Audit findings or a combination of Control Findings that represent a significant deficiency in the design or operation of processes or internal controls. Significant Issues do not present a material exposure throughout the County. They generally will require prompt corrective actions.

- **Control Findings and/or Efficiency/Effectiveness Issues:**
  Audit findings that require management’s corrective action to implement or enhance processes and internal controls. Control Findings and Efficiency/Effectiveness issues are expected to be addressed within our follow-up process of six months, but no later than twelve months.
September 11, 2009

Dr. Peter Hughes, Ph.D., MBA, CPA
County Internal Auditor
12 Civic Center Plaza, Room 232
Santa Ana, CA 92701

Re: Draft Report on Revenue Generating Lease Audit of Dana Point Yacht Club, HA78H-24

Dear Peter,

OC Dana Point Harbor appreciates the support provided by Internal Audit and we concur with the Control Findings and Recommendations (1 through 15) as presented in the attached draft Report on Revenue Generating Lease Audit of Dana Point Yacht Club (DPYC), audit number 2839.

The County Executive Office has reviewed and approved of OC Dana Point Harbor’s responses to each recommendation, which responses are intended to ensure Dana Point Yacht Club fully complies with all recommendations from the Internal Audit Department. A summary of Internal Audit’s recommendations 1 through 15, along with OC Dana Point Harbor’s responses, are as follows:

**Recommendation No. 1:** We recommend that OC DPH require DPYC to begin reporting non-member surcharges, miscellaneous room rentals, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent.

**OC DPH Response: Concur**

The attached Letter from OC DPH requires DPYC to immediately begin reporting non-member surcharges, miscellaneous room rentals, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

**Recommendation No. 2:** We also recommend that OC DPH require DPYC to pay additional rent owed of $938.

**OC DPH Response: Concur**

The attached Letter from OC DPH requires DPYC to pay OC DPH the additional rent owed of $938 for the 12-month audit period, non-member surcharges, room rentals, and food/beverage service fees by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.
**Recommendation No. 3:** We recommend that OC DPH require DPYC to discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer.

**OC DPH Response:** Concur

The attached Letter from OC DPH requires DPYC to immediately discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

**Recommendation No. 4:** We also recommend that OC DPH require DPYC to pay additional rent owed of $164 for the sample month of June 2008.

**OC DPH Response:** Concur

The attached Letter from OC DPH requires DPYC to pay OC DPH the additional rent owed of $164 for the sample month of June 2008, which is to be paid by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.

**Recommendation No. 5:** We recommend that OC DPH require DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County.

**OC DPH Response:** Concur

The attached Letter from OC DPH requires DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

**Recommendation No. 6:** We recommend that OC DPH determine whether the percentage rent categories for the above (in the audit report) activities are proper.

**OC DPH Response:** Concur

The attached Letter from OC DPH memorializes DPYC has been paying the correct percentage rents for Cruise and Race Fees at 5% and, Sailing Lessons and Advertising Revenue each at 10%.

**Recommendation No. 7:** We recommend that OC DPH require DPYC to report the membership fees as gross receipts not subject to rent on the monthly rent reports submitted to the County.

**OC DPH Response:** Concur

The attached Letter from OC DPH memorializes that DPYC’s membership fees are intended to be exempt from gross receipts and therefore, not subject to rent on the monthly rent reports submitted to the County.
ATTACHMENT B: OC Dana Point Harbor Responses (continued)

Recommendation No. 8: We recommend that OC DPH require DPYC to research and determine the causes for the missing transaction numbers.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to research and determine the causes for several missing transaction numbers at the Oyster Bar for the sample period of three days in June 2008; and DPYC is to report their findings to OC DPH. In addition, OC DPH requires DPYC to use a Point-of-Sale (POS) cashiering system that has a zero-out counter (z number) or grand total sales accumulator feature. OC DPH shall follow up with DPYC on both items as described, within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 9: We recommend that DPYC retain the pre-numbered handwritten food tickets for a minimum of 5 years plus the current year.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to immediately begin to retain the pre-numbered handwritten food tickets for a minimum of 5 years, plus the current year. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 10: We recommend that OC DPH require DPYC to periodically reconcile the handwritten ticket sales with the Point of Sale (POS) cashiering system reports. The reconciliation should be documented.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to periodically reconcile the handwritten ticket sales with the POS cashiering system reports, which reconciliation is to be documented. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 11: We recommend that OC DPH require DPYC to account for the numerical sequence of the merchandise handwritten receipts to ensure there are no missing receipts and that all receipts are recorded in the POS cashiering system.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to immediately begin accounting for the numerical sequence of the merchandise handwritten receipts to ensure there are no missing receipts and that all receipts are recorded in the POS cashiering system. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 12: We recommend that OC DPH require DPYC to record merchandise sales in its POS cashiering system on a daily basis.
OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to immediately begin recording merchandise sales in its POS cashiering system on a daily basis. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 13: We recommend that OC DPH require DPYC to prepare and retain participant listings for the sailing lessons and cruise/racing events.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to immediately being preparing and retaining participant listings for the sailing lessons and cruise/racing events. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 14: We recommend that OC DPH require DPYC to receive and retain signed customer contracts/ invoices for each banquet from the caterer.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to receive and retain signed customer contracts/ invoices for each banquet from the caterer. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 15: We recommend that OC DPH require DPYC to submit the required 2007 and 2008 Statement of Gross Receipts and submit future financial statements in a timely manner.

OC DPH Response: Concur

The attached Letter from OC DPH requires DPYC to submit the required 2007 and 2008 Statement of Gross Receipts within thirty (30) days from the date of the Letter. In addition, OC DPH shall follow up with DPYC’s within thirty (30) days from their Fiscal Year closing, annually, to ensure future financial statements are submitted in a timely manner.

Thank you and should you have any questions, please call me at 949-923-3798.

Sincerely,

Brad Gross
Director, OC Dana Point Harbor

Enclosures (2)

Cc: Alisa Drakodaidis, Deputy CEO, OC Infrastructure
September 21, 2009

Kevin Campbell  
General Manager  
Dana Point Yacht Club  
24601 Dana Drive  
Dana Point, CA 92629

Re: Draft Report on Revenue Generating Lease Audit of Dana Point Yacht Club, HA78H-24-23, 23.1

Dear Kevin,

OC Dana Point Harbor concurs with the recommendations (1 through 15) as made by the County’s Internal Audit Department presented in their Generating Lease Audit of Dana Point Yacht Club (DPYC), audit number 2839.

OC Dana Point Harbor (OC DPH) requests Dana Point Yacht Club (DPYC) please review and acknowledge the recommendations and relative responses, which responses are intended to ensure DPYC fully complies with all recommendations from this audit. A summary of the Internal Audit’s recommendations 1 through 15, along with OC Dana Point Harbor’s responses, are as follows:

Recommendation No. 1: We recommend that OC DPH require DPYC to begin reporting non-member surcharges, miscellaneous room rentals, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent.

OC DPH Response: Concur

OC DPH requires DPYC to immediately begin reporting non-member surcharges, miscellaneous room rentals, and miscellaneous food/beverage service fees as gross receipts to the County and pay the appropriate percentage rent. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 2: We also recommend that OC DPH require DPYC to pay additional rent owed of $938.

OC DPH Response: Concur

OC DPH requires DPYC to pay OC DPH the additional rent owed of $938 for the 12-month audit period, non-member surcharges, room rentals, and food/beverage service fees by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.
**Recommendation No. 3:** We recommend that OC DPH require DPYC to discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer.

**OC DPH Response:** Concur

OC DPH requires DPYC to immediately discontinue reducing catering gross receipts for the rent expense being passed on to customers by its caterer. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

**Recommendation No. 4:** We also recommend that OC DPH require DPYC to pay additional rent owed of $164 for the sample month of June 2008.

**OC DPH Response:** Concur

OC DPH requires DPYC to pay OC DPH the additional rent owed of $164 for the sample month of June 2008, which is to be paid by no later than thirty (30) days from the date of the Letter and OC DPH shall verify said payment at that time.

**Recommendation No. 5:** We recommend that OC DPH require DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County.

**OC DPH Response:** Concur

OC DPH requires DPYC to begin reporting the caterer’s 20% fee, server costs, and pass-through costs as gross receipts to the County. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

**Recommendation No. 6:** We recommend that OC DPH determine whether the percentage rent categories for the above (in the audit report) activities are proper.

**OC DPH Response:** Concur

OC DPH memorializes DPYC has been paying the correct percentage rents for Cruise and Race Fees at 5% and, Sailing Lessons and Advertising Revenue each at 10%.

**Recommendation No. 7:** We recommend that OC DPH require DPYC to report the membership fees as gross receipts not subject to rent on the monthly rent reports submitted to the County.

**OC DPH Response:** Concur

OC DPH memorializes that DPYC’s membership fees are intended to be exempt from gross receipts and therefore, not subject to rent on the monthly rent reports submitted to the County.

**Recommendation No. 8:** We recommend that OC DPH require DPYC to research and determine the causes for the missing transaction numbers.
OC DPH Response: Concur

OC DPH requires DPYC to research and determine the causes for several missing transaction numbers at the Oyster Bar for the sample period of three days in June 2008; and DPYC is to report their findings to OC DPH. In addition, OC DPH requires DPYC to use a Point-of-Sale (POS) cashiering system that has a zero-out counter (x number) or grand total sales accumulator feature. OC DPH shall follow up with DPYC on both items as described, within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 9: We recommend that DPYC retain the pre-numbered handwritten food tickets for a minimum of 5 years plus the current year.

OC DPH Response: Concur

OC DPH requires DPYC to immediately begin to retain the pre-numbered handwritten food tickets for a minimum of 5 years, plus the current year. OC DPH shall follow up with DPYC within thirty (30) days from the date of the Letter to verify compliance.

Recommendation No. 10: We recommend that OC DPH require DPYC to periodically reconcile the handwritten ticket sales with the Point of Sale (POS) cashiering system reports. The reconciliation should be documented.

OC DPH Response: Concur

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OC DPH Response: Concur

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OC DPH Response: Concur

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OC DPH Response: Concur

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OC DPH Response: Concur

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Recommendation No. 15: We recommend that OC DPH require DPYC to submit the required 2007 and 2008 Statement of Gross Receipts and submit future financial statements in a timely manner.

OC DPH Response: Concur

OC DPH requires DPYC to submit the required 2007 and 2008 Statement of Gross Receipts within thirty (30) days from the date of the Letter. In addition, OC DPH shall follow up with DPYC’s within thirty (30) days from their Fiscal Year closing, annually, to ensure future financial statements are submitted in a timely manner.

Thank you and should you have any questions, please call me at 949-923-3787.

Sincerely,

Jonathan W. Bordeaux
Real Property Officer
OC Dana Point Harbor

Cc: Brad Gross, Director, OC Dana Point Harbor
Autumn McKinney, Senior Audit Manager, Internal Audit Department

ACKNOWLEDGEMENT

Dana Point Yacht Club hereby acknowledges all 15 recommendations as made by the County’s Internal Audit Department and with all 15 responses as made by OC Dana Point Harbor. Furthermore, Dana Point Yacht Club shall implement measures to fully comply with all such requirements and responses.

Sign __________________________ Title __________________________ Date __________________________